

DATED

6th JANUARY

1992

LYDD AIRPORT GROUP LIMITED

- and -

THE BANK OF SCOTLAND

- and -

THE DISTRICT COUNCIL OF SHEPWAY

AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990
and other enactments

- relating to -

Land and Premises situate at
and known as Lydd Airport Lydd
in the County of Kent

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA

Tel: 071-638-1111

Fax: 071-972-7990

REF: AGC/ID40

THIS AGREEMENT is made the ^{6th} day of JANUARY One thousand nine hundred and ninety-^{two}~~one~~ BETWEEN LYDD AIRPORT GROUP LIMITED whose registered office is situate at Lydd Airport Lydd in the County of Kent (hereinafter called "the Applicant") of the first part THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of 38 Threadneedle Street London EC2P 2EH (hereinafter called "the Bank") of the second part and THE DISTRICT COUNCIL OF SHEPWAY of Civic Centre Folkestone in the County of Kent (hereinafter called "the Council") of the third part

WHEREAS:-

(1) THE Applicant is the owner in fee simple of part and lessee of part of the land and premises situate at and known as Lydd Airport Lydd in the County of Kent (hereinafter called "the said land") more particularly delineated and shown edged in red on the plan annexed hereto and marked "Plan A" and as to the freehold title thereof (shown hatched blue on Plan A) is registered at H.M. Land Registry with Title Absolute under Title No. K561277 and as to the leasehold title thereof (shown edged red excepting the land hatched blue on Plan A) is registered at H M Land Registry with good leasehold title under Title No K534821

(2) THE Council is the District Planning Authority for the area in which the said land is situate

(3) THE said freehold land of the Applicant comprised in Title No. K561277 is charged to the Bank by a charge registered at H.M. Land Registry

(4) BY an application (hereinafter called "the application") dated the 19th February 1988 the Applicant applied to the Council for permission under the Town and Country Planning Act 1971 (hereinafter called "the 1971 Act") to carry out certain development of the said land that is to say an extension to the existing runway in the manner set out in the plans specifications and particulars deposited with the Council

(5) THE Council considered the application under Reference No. SH/88/230 on the 3rd May 1988 and is satisfied that the development disclosed by the said plans specifications and particulars is such as may be approved by the Council subject to conditions and the terms of this

Agreement however on the 25th July 1988 the Secretary of State for the Environment (hereinafter called "the Secretary of State") called in the application for his own determination under the provisions of Section 35 of the 1971 Act

(6) THIS Agreement is made in exercise of the powers contained in Section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers enabling the parties hereto in this behalf

(7) THIS Agreement shall take effect upon the date that the extended runway contemplated by the application once constructed is available for use by aircraft using the airport on the said land (hereinafter called "the commencement date") following the grant of planning permission in that behalf by the Secretary of State

NOW THIS DEED WITNESSETH as follows:-

1. FOR the purpose of this Agreement the following definitions shall apply:-

- (1) "any one year" shall mean the year commencing on 2nd April
- (2) "movements" shall mean aircraft movements each such movement being either a landing or a departure or an instrument approach without landing or an overshoot of the runway
- (3) any reference to time of day shall be construed with reference to local time prevailing
- (4) "visual circuit" shall mean a manoeuvre in which an aircraft following its departure from the runway pursues a circular or rectangular flight path within the air traffic zone of the airport to land back on the same runway and during which the runway remains at all times within the visual range of the pilot
- (5) references to "Chapter 2 aircraft" and "Chapter 3 aircraft" shall refer respectively to aircraft that are certificated to the

standards within Chapters 2 and 3 of Annex 16 of Volume 1 of the second edition of the Convention on International Civil Aviation

- (6) any reference to jet aircraft shall include turbo fan aircraft
- (7) "the Obligations" shall mean the First Schedule Obligations and the Second Schedule Obligations

2. IT is hereby agreed between the parties hereto that:-

- (1) this Agreement shall only take effect upon the commencement date
- (2) the expressions "the Council" and "the Applicant" shall include their respective successors in title and assigns
- (3) this Agreement shall be treated and registered as a local land charge for the purposes of the Local Land Charges Act 1975
- (4) the Council's reasonable costs for the preparation of this Agreement shall be borne by the Applicant

3. THE Applicant and the Council hereby agree and declare as follows:-

- (1) the obligations and restrictions set out in the First Schedule hereto ("the First Schedule Obligations") and the Second Schedule hereto ("the Second Schedule Obligations") shall constitute planning obligations for the purposes of Section 106 as aforesaid
- (2) the Obligations relate to the said land
- (3) the Applicant's interest in the said land is as described in recital (1) hereto
- (4) the Obligations shall be enforceable by the Council
- (5) this Agreement is executed as a Deed

4 THE Applicant hereby covenants with the Council to observe and perform:-

(1) the First Schedule Obligations

(2) the Second Schedule Obligations PROVIDED THAT if the Secretary of State grants planning permission pursuant to the application subject to conditions (hereinafter called "the Conditions") which are different from or at variance with the Second Schedule Obligations then to the extent that there is any difference or variation between the terms of the Conditions and the Second Schedule Obligations the terms of the Conditions shall be taken to override the Second Schedule Obligations save that this shall not prevent the Applicant from seeking to challenge any of the Conditions which in the Applicant's opinion are unreasonable and in this context unreasonable Conditions shall mean Conditions which go beyond the terms of the Second Schedule Obligations AND PROVIDED FURTHER THAT if the Second Schedule Obligations or the Conditions are at any time in the future relaxed by the Council (or by the Secretary of State on appeal) pursuant to a planning application in that behalf then the Second Schedule Obligations and the Conditions as the case may be shall be taken to be overridden by the terms of the Second Schedule Obligations and the Conditions as so relaxed

5. THE Bank hereby consents to the Applicant entering into this Agreement

6. FOR the purpose of this Agreement with the exception of paragraph 6(c) of the First Schedule the Council shall be deemed to act through the Controller of Technical and Planning Services or his successor and for the purpose of paragraph 6(c) of the First Schedule through its Chief Health Officer or his successor

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first above written

FIRST SCHEDULE

1. The Applicant shall ensure:-

- (a) in respect of all aircraft using Lydd Airport that all aircraft landing at and taking off from the airport adhere so far as reasonably practicable to the arrival and departure tracks identified on the plan annexed hereto and marked "Plan B"
- (b) that with the exception of visual circuits no aircraft having a maximum take off mass (hereinafter called "M.T.M.") of 5.7 tonnes or less shall turn left on departure from Runway 22
- (c) no aircraft shall land or take off from the airport at any time when irradiated fuel is being transported by rail from Dungeness 'A' or 'B' Power Station on that section of railway track shown coloured pink on Plan B

and shall incorporate instructions to this effect in Air Traffic Control Instructions

2. The Applicant shall use reasonable endeavours to ensure that in any one year:-

- (a) not less than 50% of aircraft having a M.T.M. of more than 5.7 tonnes departing from runway 22 shall use departure track D7 and
- (b) that in any event no more than 6000 departures of aircraft having a M.T.M. greater than 5.7 tonnes departing from runway 22 shall use departure track D4

3. (a) The Applicant shall at all times keep and maintain for the Council's inspection a register of all aircraft based at the airport and all aircraft movements and in particular aircraft movements using track D4 and D7 The said register shall include details of aircraft type M.T.M. and registration

(b) The Applicant shall record any reported or observed deviations from the flight tracks as defined in paragraph 1 above which shall be available for inspection by the Council its duly authorised agent or servants

4. The Applicant shall supply two copies of the Air Traffic Control Instructions together with any periodic reviews and no change relating to tracks or holding or missed approach or emergency procedures involving aircraft shall be incorporated in the Air Traffic Control Instructions without the prior written consent of the Council

5. The noise abatement procedures contained in the Air Traffic Control Instructions shall be adhered to by those persons using the airport and no changes to these procedures shall take place without the prior written consent of the Council

6. (a) The Applicant shall three times a year during the months of August November and April provide and operate a system of mobile noise monitoring in order to sample for a period of one week the noise climate as a result of the operation of the Airport at locations specified by the Council in consultation with the Applicant

(b) The results of the monitoring shall be made available to the Council and if the levels of noise recorded are such as to give rise to concern by the Council in its reasonable opinion a set of contours shall be produced for the inspection of the Council within a period of four weeks from the date of a written request for the same

(c) Furthermore in the event of the Council being satisfied as to the existence of a noise nuisance from the operations at the airport then the Applicant will use its best endeavours to eliminate the said nuisance

7. No helicopters entering at or departing from the airport shall fly within five kilometres of the airport control tower other than within the helicopter approach zones identified on Plan B and other than along tracks A1 or D1

SECOND SCHEDULE

1. The number of aircraft movements shall not exceed 56,000 movements per annum in total of which no more than 6,000 movements shall be by jet aircraft no more than 10,000 movements shall be by any aircraft having a M.T.M. greater than 2.3 tonnes but less than 5.7 tonnes and no more than 600 movements shall be by helicopters

2. (a) Movements of jet aircraft shall be restricted to aircraft types which have actual UK noise certification performance values at reference noise measuring points which are in every respect equal to or better than those set out in the following table:-

Reference Noise Measuring Points	COLUMN A (Chapter 2 aircraft)	COLUMN B (Chapter 3 aircraft)
Lateral	105	95
Flyover	102	94
Approach	106	101

(All levels are limits on the Effective Perceived Noise Levels in decibels EPNdBs)

(b) At least 50% of all the above aircraft movements shall conform to the noise performance standards set out in Column B of this clause

After 31st December 1993 at least 75% shall so conform to Column B

After 31st December 1998 all relevant aircraft movements shall so conform to Column B

3. Hours of take off and landing at the airfield shall be limited as follows:-

0630 - 2300 hours except winter Sundays and Bank Holidays

0800 - 2230 hours winter Sundays and Bank Holidays

No aircraft shall land or take off outside these hours except for emergency diversions or other emergency

For the purpose of this condition winter is defined as the 22 week period commencing 1st November

4. No movements of jet aircraft shall take place between 0630 hours and 0730 hours

5. The ground running of aircraft for testing purposes shall be restricted to the hours of 0800 and 2000 Monday to Friday inclusive and shall not be carried out on runways and taxiways other than in the immediate vicinity of the airport buildings

6. The airport shall not be used for parachute training or for air displays with the exception of one annual air display not exceeding 3 days

(THE COMMON SEAL of LYDD AIRPORT
(GROUP LIMITED was affixed
(in the presence of:-



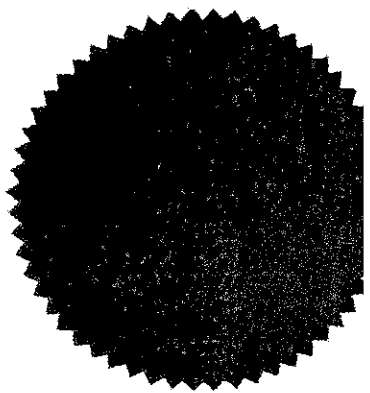
Director

A handwritten signature in cursive script, likely belonging to the Director of the Lydd Airport Group Limited.

Secretary

A handwritten signature in cursive script, likely belonging to the Secretary of the Lydd Airport Group Limited.

SIGNED AS A DEED
THE COMMON SEAL of THE BANK
OF SCOTLAND was affixed in the
presence of:-
FOR AND ON BEHALF OF THE GOVERNOR
& COMPANY OF THE BANK OF SCOTLAND



[Handwritten signature]

Director
CHIEF MANAGER

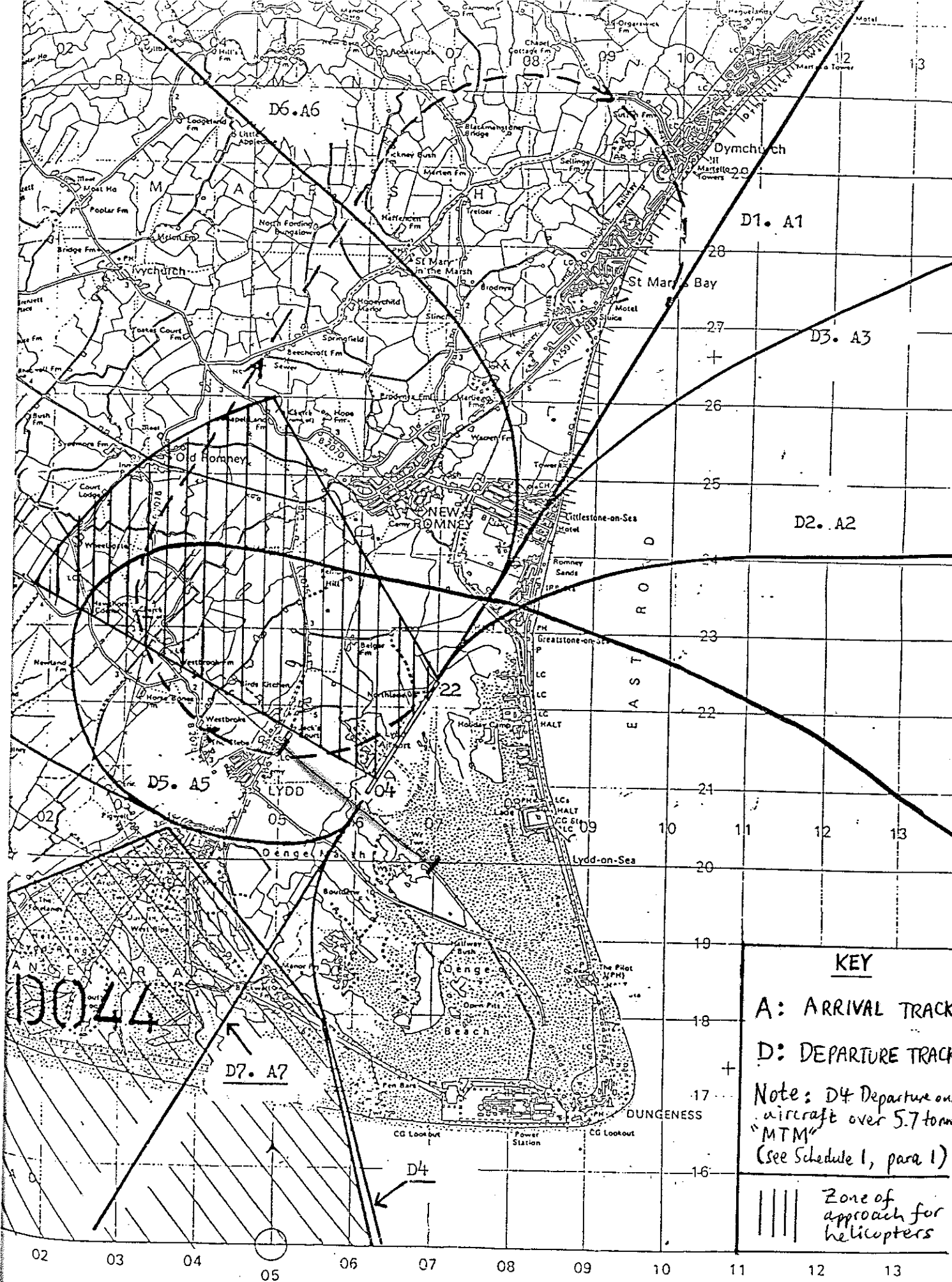
Secretary

THE COMMON SEAL of THE DISTRICT
COUNCIL OF SHEPWAY was affixed in the
presence of:-



[Handwritten signature]
[Handwritten signature]

Chairman
Chief Assistant Solicitor
~~Secretary and Solicitor~~



KEY

A: ARRIVAL TRACK

D: DEPARTURE TRACK

Note: D4 Departure only
 aircraft over 5.7 tons
 "MTM"
 (See Schedule 1, para 1)

||||| Zone of approach for helicopters

ASTINGS and must be quoted first when giving a grid reference

ENGLISH CHANNEL

John
 Secretary

PLAN B